

## FINANCING OF CULTURAL AND EDUCATIONAL PROGRAMS

*Agreement signed at Brussels October 8, 1948, for the United States, Belgium, and Luxembourg*

*Entered into force October 8, 1948*

*Amended by agreements of March 18, 1949, April 6, 1951, and March 17 and 29, 1950,<sup>1</sup> and March 12 and April 2, 1964<sup>2</sup>*

62 Stat. 3451; Treaties and Other  
International Acts Series 1860

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON THE ONE HAND AND THE GOVERNMENTS OF BELGIUM AND LUXEMBOURG ON THE OTHER HAND FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH PARAGRAPH 2A (2) OF THE MEMORANDUM OF UNDERSTANDING REGARDING SETTLEMENT FOR LEND LEASE, RECIPROCAL AID, PLAN A, SURPLUS PROPERTY, AND CLAIMS OF SEPTEMBER 24, 1946

The Government of the United States of America on the one hand and the Governments of Belgium and Luxembourg on the other hand:

Desiring to promote further mutual understanding between the peoples of the United States of America and Belgium, the Belgian Congo, and Luxembourg by a wider exchange of knowledge and professional talents in the field of education;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law N° 584, 79th Congress,<sup>3</sup> provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies, or credits for currencies, of such foreign government, acquired as a result of surplus property disposals, for certain educational activities; and

Considering that under the provisions of the Memorandum of Understanding between the Government of the United States of America and the Government of Belgium regarding settlement for Lend Lease, Reciprocal Aid, Plan A, Surplus Property, and claims, signed at Washington on Septem-

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<sup>1</sup> 8 UST 2021; TIAS 3940.

<sup>2</sup> 15 UST 289; TIAS 5555.

<sup>3</sup> 60 Stat. 754.

ber 24, 1946,<sup>4</sup> it is provided that as and when requested by the United States Government, the Belgian Government will provide Belgian francs up to an aggregate value of \$3,000,000, which will be used exclusively to carry out cultural and educational programs,

Have agreed as follows:

#### ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Belgium (hereinafter designated "the Foundation") which shall be recognized by the Government of the United States of America and the Governments of Belgium and Luxembourg as an organization created and established to facilitate the administration of the Educational program to be financed by funds made available by the Government of Belgium under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and the Governments of Belgium and Luxembourg as they relate to the use and expenditures of currencies, and credits for currencies, for the purposes set forth in the present agreement. All of the funds made available by the Government of Belgium, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Belgium for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Belgium, the Belgian Congo, and Luxembourg or of the nationals of Belgium, the Belgian Congo, and Luxembourg in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

(2) furnishing transportation for nationals of Belgium, the Belgian Congo, and Luxembourg who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

#### ARTICLE 2

In furtherance of the aforementioned purpose, the Foundation may, subject to the provisions of Article 10 of the present agreement, exercise all pow-

<sup>4</sup> TIAS 2064, *ante*, p. 631.

ers necessary to the carrying out of the purposes of the present agreement including the following:

- (1) Receive funds.
- (2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America;
- (3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation.
- (4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however, that the acquisition of any property shall be subject to the prior approval of the Secretary of State of the United States of America.
- (5) Plan, adopt, and carry out programs in accordance with the purposes of Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.
- (6) Recommend to the Board of Foreign Scholarships provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Belgium, the Belgian Congo, and Luxembourg, and institutions of Belgium, the Belgian Congo, and Luxembourg qualified to participate in the programs in accordance with aforesaid Act.
- (7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the Foundation.
- (8) Provide for periodic audits of the accounts of the Foundation as directed by the auditors selected by the Secretary of State of the United States of America.
- (9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof.

#### ARTICLE 3

All expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

#### ARTICLE 4

The Foundation shall not enter into any commitment or create any obligation which shall bind the Foundation in excess of the funds actually on hand nor acquire, hold, or dispose of property except for the purposes authorized in the present agreement.

#### ARTICLE 5

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight directors (hereinafter designated the "Board").

The principal officer in charge of the Diplomatic Mission of the United States of America to Belgium (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall have the power of appointment and removal of members of the Board, except that no members, other than the United States citizens on the Board, shall be removed without prior consultation with the Belgian Minister of Education.

The members of the Board shall be as follows: (a) Three members of the Embassy staff, one of whom shall serve as Chairman, and one of whom shall serve as Treasurer; (b) two citizens of the United States of America, one representative of American business interests in Belgium, and one representative of American educational interests in Belgium, and (c) three citizens of Belgium, or of Luxembourg, one of whom shall be prominent in the field of education.

The five members specified in (b) and (c) of the last preceding paragraph shall be resident in Belgium or Luxembourg and shall serve from the time of their appointment until the succeeding December 31 next following such appointment. They shall be eligible for reappointment. The United States members shall be designated by the Chief of Mission; the Belgian or Luxembourg members by the Chief of Mission from a list of names submitted by the Government of Belgium. Vacancies by reason of resignations, transfers of residence outside of Belgium or Luxembourg, expiration of term of service, or otherwise shall be filled in accordance with this procedure.

The Directors shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the Directors in attending meetings of the Board.

#### ARTICLE 6

The Board shall adopt such bylaws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

#### ARTICLE 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Governments of Belgium and Luxembourg.

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#### ARTICLE 8

The principal office of the Foundation shall be in Brussels, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

#### ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service, provided however, that in the event it is found to be imprac-

licable for the Board to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint [a] substitute for such time as it deems necessary or desirable.

#### ARTICLE 10

The decisions of the Board in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review.

#### ARTICLE 11

The Government of Belgium shall deposit with the Treasury of the United States, upon demand of the United States Government, amounts of Belgium currency not to exceed the equivalent of \$150,000 (United States Currency) during any calendar year, and in the aggregate totalling the equivalent of \$3,000,000 (United States currency).

The rate of exchange between currency of the Government of Belgium and United States currency to be used in determining the amount of currency of the Government of Belgium to be deposited from time to time hereunder, shall be determined in accordance with paragraph 2A(3) of the Memorandum of Understanding.

The Secretary of State of the United States of America will make available for expenditure by the Foundation currency of the Government of Belgium in such amounts as may be required by the Foundation but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

#### ARTICLE 12

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

#### ARTICLE 13

The present agreement may be amended by the exchange of diplomatic notes between the Governments of the United States of America, Belgium, and Luxembourg.

#### ARTICLE 14

The present agreement shall come into force upon the date of signature.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

Done at Brussels, in the English and French languages this 8th day of October, 1948.

For the Government of the United States of America:

ALAN G. KIRK

For the Government of Belgium:

CAM. HUYSMANS

For the Government of Luxembourg:

J. KREMER